

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30						1. REQUISITION NUMBER		PAGE 1 OF 24			
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER N00253-03-R-0020		6. SOLICITATION ISSUE DATE 05/02/03			
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Dianne M. White				b. TELEPHONE NUMBER (No collect calls) (360) 396-5677		8. OFFER DUE DATE/LOCAL TIME 06/02/2003 3pm			
9. ISSUED BY		CODE		N00253		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 336413 SIZE STANDARD: 1,000		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input checked="" type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		12. DISCOUNT TERMS	
15. DELIVER TO		CODE		N00253		16. ADMINISTERED BY		CODE			
See Pages 14-17											
17a. CONTRACTOR/OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY		CODE			
TELEPHONE NO.						18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/>		SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY		22. UNIT		23. UNIT PRICE	
		See Section B for Schedule of Supplies/Services									
		(Use Reverse and/or Attach Additional Sheets as Necessary)									
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)					
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA						ARE		ARE NOT ATTACHED			
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						ARE		ARE NOT ATTACHED			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.						29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:					
30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)					
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED					

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SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

ITEM NO.	SCHEDULE OF SUPPLIES/SERVICES	QTY	UI	UNIT PRICE	AMOUNT
Line items 0001 thru 0004 comprise the definite quantity definite delivery portion of this contract.					
0001	First Article in accordance with the Statement of Work provided as Attachment 1	1	EA	\$ _____	\$ _____
0002	Photo Copy Masters in accordance with the Statement of Work provided as Attachment 1	1	LO	\$ _____	\$ _____
0003	Tooling in accordance with the Statement of Work provided as Attachment 1	1	LO	\$ _____	\$ _____
0004	Material Certifications in accordance with the Statement of Work provided as Attachment 1	1	LO	\$ <u>NSP</u>	\$ <u>NSP</u>

The following line items comprise the indefinite delivery indefinite quantity portion of this contract.

Base Year

ITEM NO.	SCHEDULE OF SUPPLIES/SERVICES	EST QTY	UI	UNIT PRICE	AMOUNT
0005	Eyebrow Assembly manufactured in accordance with Assembly Drawing PL A51B52070-9 and the Photo Copy Masters provided as CLIN 0002	20	EA	\$ _____	\$ _____

Option Year One

0006	Eyebrow Assembly manufactured in accordance with Assembly Drawing PL A51B52070-9 and the Photo Copy Masters provided as CLIN 0002	10	EA	\$ _____	\$ _____
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Option Year Two

0007	Eyebrow Assembly manufactured in accordance with Assembly Drawing PL A51B52070-9 and the Photo Copy Masters provided as CLIN 0002	10	EA	\$ _____	\$ _____
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Option Year Three

0008	Eyebrow Assembly manufactured in accordance with Assembly Drawing PL A51B52070-9 and the Photo Copy Masters provided as CLIN 0002	10	EA	\$ _____	\$ _____
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Option Year Four

0009	Eyebrow Assembly manufactured in accordance with Assembly Drawing PL A51B52070-9 and the Photo Copy Masters provided as CLIN 0002	10	EA	\$ _____	\$ _____
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Contract Value – The total value of delivery orders issued against this contract shall not exceed \$500,000.00 inclusive of all option years.

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SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

All efforts under this contract shall be carried out in accordance with the Statement of Work provided as Attachment 1. All drawings are provided for informational/guidance purposes only and are only available electronically including those referenced in Section B. Please submit drawing requests to whitedm@kpt.nuwc.navy.mil.

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE

FEB 1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>

52.209-4	FIRST ARTICLW APPROVAL – GOVERNMENT TESTING	SEP 1989
52.214-6	DATA UNIVERSAL NUMBERING (DUNS) NUMBER	JUN 1999
52.212-1	INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS	OCT 2000
52.212-4	CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS	FEB 2002
52.217-5	EVALUATION OF OPTIONS	JUL 1990
52.246-2	INSPECTION OF SUPPLIES – FIXED PRICE	AUG 1996
52.247-34	F.O.B. DESTINATION	NOV 1991

52.212-2 EVALUATION – COMMERICAL ITEMS

JAN 1999

- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Past Performance
Price

Evaluation: For the purpose of price evaluation offers will be evaluated based upon the quantities set forth in Section B inclusive of options. In addition, offerors outside of the local commuting area will have the expense associated with the travel of two Keyport technical personnel to their facility for five visits consisting of two travel days and one day on site. Travel expense will be calculated in accordance with the allowances in the Joint Federal Travel Regulation as it applies to the vendor's location. For evaluation purposes past performance is considerably more important than price.

Offerors shall submit the following information with their offer:

1) TECHNICAL

a) Compliance/Exceptions - On a separate sheet of paper, state whether the offer complies or does not comply with the specifications. Identify any "exceptions" to the specifications and state precisely how the offered supplies/services differ from the applicable specification paragraph(s). Failure to comply with this requirement may result in rejection of the offer.

b) Product Information - This information is optional. Submit duplicate copies if any literature is provided with the offer. Data displaying more than one model or size shall be clearly marked so as to indicate the specific item being offered. **It will be presumed that the offeror intends to meet all of the specifications, regardless of product information provided, unless the offeror specifically notes its exception per the preceding paragraph.**

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2) PRICE - Proposed pricing shall be provided on a unit price line item basis in the solicitation. (Also, be sure to complete all certifications in the solicitation.) The entire completed and signed solicitation shall be returned as part of your offer.

3) PAST PERFORMANCE

a) Contract Data Sheet - Offerors shall demonstrate past performance by completing Contract Data Sheets (see Attachment 2). Offerors are encouraged to submit brief and concise responses. Data submitted by the contractor other than that requested on the Contract Data Sheets will not be considered. **Failure to submit Contract Data Sheets shall be considered certification that the contractor has no past performance for like or similar items for the Government to evaluate.**

b) Number of Contracts - Complete a Contract Data Sheet for up to five of your most recently completed Federal Government contracts (not to exceed three years since completion) for like or similar items under this solicitation. If you do not have any Federal Government contracts, then list state, local, or commercial contracts, in that order, to complete your Contract Data Sheets.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS JUL 2002

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 120 and size standards in this solicitation.

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"Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern-

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

- (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

- ☐ TIN: _____.
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.60494;
- ☐ Other _____.

(5) *Common parent*.

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:

Name _____.

TIN _____.

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

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(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

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(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.20923, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.20925, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either-

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or
 (B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ☐ Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____].

(d) Representations required to implement provisions of Executive Order 11246-

(1) Previous contracts and compliance. The offeror represents that-

(i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that-

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

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(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352)*. (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act-Balance of Payments Program-Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product (as defined in the clause of this solicitation entitled "Buy American Act- Supplies") and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No.	Country of Origin

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act-North American Free Trade Agreement-Israeli Trade Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act-North American Free Trade Agreement-Israeli Trade Act is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act"

NAFTA Country or Israeli End Products:

Line Item No.	Country of Origin

[List as necessary]

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(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act" The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
 (2) *Buy American Act-North American Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (May 2002)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act":

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American Act-North American Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (May 2002)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act":

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Canadian or Israeli End Products:

Line Item No.	Country of Origin

[List as necessary]

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products:

Line Item No.	Country of Origin

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549).* (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals –

(1) [] are, [] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) [] Have, [] have not, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) [] Are, [] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

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(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).* [The Contracting Officer must list in paragraph (j)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (j)(1) of this provision, then the offeror must certify to either (j)(2)(i) or (j)(2)(ii) by checking the appropriate block.]
 [] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.
 [] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

Alternate I (Apr 2002). As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(2) or (c)(9) of this provision.)

[The offeror shall check the category in which its ownership falls]:

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

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Alternate II (Oct 2000). As prescribed in 12.301(b)(2), add the following paragraph (c)(9)(iii) to the basic provision:

(iii) Address. The offeror represents that its address [] is [] is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address" as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

52.216-18 Ordering (Oct 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Acceptance of First Articles through One Calendar Year Thereafter.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 Order Limitations (Oct 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under this contract.

(b) *Maximum order.* The Contractor is not obligated to honor –

(1) Any order for a single item in excess of \$50,000.00;

(2) Any order for a combination of items in excess of \$75,000.00; or

(3) A series of orders from the same ordering office within fourteen days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph 9b), unless that order (or orders) is returned to the ordering office within five days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

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MINIMUM AND MAXIMUM QUANTITIES

As referred to in paragraph (b) of the "Indefinite Quantity" clause of this contract, the contract minimum guarantee is **ten percent (10%)** of the total estimated contract value. The maximum quantity is the total "not to exceed" quantity for each item as set forth in the schedule. The maximum quantity is not to be exceeded without prior approval of the Administrative Contracting Officer.

52.216-22 Indefinite Quantity (Oct 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 8 weeks after contract expiration.

52.217-9 Option To Extend The Term Of The Contract (Mar 2000)

a) The Government may extend the term of this contract by written notice to the Contractor within the base year; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five calendar years.

APPOINTMENT OF ORDERING OFFICER(S)

a. The following activity(ies) or individual(s) is/are designated as authorized Ordering Officer(s):

Name(s): **Any Authorized Ordering Officer at NUWC Division Keyport**

Activity: Naval Undersea Warfare Center Division Keyport (NUWC Division Keyport)

Address: 610 Dowell Street, Keyport, WA 98345-7610

(XX) For All Orders

If there is a dollar limitation for the above Ordering Officer(s), the Administrative Contracting Officer (ACO) shall be the Ordering Officer for Delivery Orders greater than the limitation. The ACO may be the Ordering Officer for Delivery Orders less than the limitation, if necessary.

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b. The above activity(ies) or individual(s) is/are responsible for issuing and administering any orders placed hereunder. Ordering Officers may negotiate revisions/modifications to orders, but only within the scope of this contract. Ordering Officers have no authority to modify any provision of this basic contract. Any deviation from the terms of the basic contract must be submitted to the ACO for contractual action. Ordering Officers may enter into mutual no-cost cancellations of orders under this contract and may reduce the scope of orders/tasks, but Terminations for Convenience or Terminations for Default shall be issued only by the ACO.

WRITTEN ORDERS (INDEFINITE DELIVERY CONTRACTS)

Written orders (on DD Form 1155) will contain the following information consistent with the terms of the contract:

- (a) Date of order.
- (b) Contract number and order number.
- (c) Item number and description, quantity ordered, unit price and contract price.
- (d) Delivery or performance date.
- (e) Place of delivery or performance (including consignee).
- (f) Packaging, packing, and shipping instructions, if required.
- (g) Accounting and appropriation data.
- (h) Any other pertinent information.

METHOD OF PAYMENT UNDER INDIVIDUAL ORDERS

a) Each order issued under this contract shall specify the method of payment. Payment shall be either via electronic funds transfer in accordance with FAR 52.232-33 or via Government purchase card in accordance with FAR 52.232-36.

b) If an individual order specifies payment by purchase card, the following clauses which may be incorporated as part of the basic contract will not apply to that order:

- 52.213-1 Fast Payment Procedures
- 52.232-8 Discounts for Prompt Payment
- 52.232-23 Assignment of Claims
- 52.232-25 Prompt Payment

52.219-1 Small Business Program Representations (Apr 2002)

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 336413.
- (2) The small business size standard is 1,000 employees.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) *Representations.*
 - (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.
 - (2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
 - (3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.
 - (4) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.
 - (5) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.
 - (6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, as part of its offer, that-

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(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision-

"Service-disabled veteran-owned small business concern"-

- (1) Means a small business concern-
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 - (2) Whose management and daily business operations are controlled by one or more women.
- (d) *Notice.*
- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
 - (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-
 - (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.
- (End of provision)

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Alternate I (Apr 2002). As prescribed in 19.307(a)(2), add the following paragraph (b)(7) to the basic provision:

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

- ☐ Black American.
☐ Hispanic American.
☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)
☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
☐ Individual/concern, other than one of the preceding.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR APR 2003 EXECUTIVE ORDERS – COMMERCIAL ITEMS

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, CONVICT LABOR (E.O. 11755).
 (2) 52.233-3, PROTEST AFTER AWARD (31 U.S.C. 3553).

Naval Undersea Warfare Center Division Keyport
 Code 18 Monique A. Klose
 610 Dowell Street
 Building 944
 Keyport, WA 98345

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer must check as appropriate.]

- ☒ (1) 52.203-6, RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT, WITH ALTERNATE I (41 U.S.C. 253g and 10 U.S.C. 2402).
☐ (2) 52.219-3, NOTICE OF TOTAL HUBZONE SMALL BUSINESS SET-ASIDE (JAN 1999)
☒ (3) 52.219-4, NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer). (JAN 1999)
☒ (4)(i) 52.219-5, VERY SMALL BUSINESS SET-ASIDE (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
☐ (ii) ALTERNATE I TO 52.219-5.
☐ (iii) ALTERNATE II TO 52.219-5.
☒ (5) 52.219-8, UTILIZATION OF SMALL BUSINESS CONCERNS (15 U.S.C. 637 (d)(2) and (3)).
☐ (6) 52.219-9, SMALL BUSINESS SUBCONTRACTING PLAN (15 U.S.C. 637(d)(4)).
☐ (7) 52.219-14, LIMITATIONS ON SUBCONTRACTING (15 U.S.C. 637(a)(14)).
☐ (8)(i) 52.219-23, NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
☐ (ii) ALTERNATE I of 52.219-23.
☐ (9) 52.219-25, SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM-DISADVANTAGED STATUS AND REPORTING (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
☐ (10) 52.219-26, SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM-INCENTIVE SUBCONTRACTING (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

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- ☒ (11) 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
- ☒ (12) 52.222-26, EQUAL OPPORTUNITY (E.O. 11246).
- ☒ (13) 52.222-35, AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (38 U.S.C. 4212).
- ☒ (14) 52.222-36, AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (29 U.S.C. 793).
- ☒ (15) 52.222-37, EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (38 U.S.C. 4202).
- ☒ (16) 52.222-19, CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES (E.O. 13126).
- ☐ (17)(i) 52.223-9, ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (42 U.S.C. 6962(c)(3)(A)(ii)).
- ☐ (ii) ALTERNATE I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ☐ (18) 52.225-1, BUY AMERICAN ACT-SUPPLIES (41 U.S.C. 10a - 10d).
- ☐ (19)(i) 52.225-3, BUY AMERICAN ACT-NORTH AMERICAN FREE TRADE AGREEMENT-ISRAELI TRADE ACT (41 U.S.C. 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- ☐ (ii) ALTERNATE I of 52.225-3.
- ☐ (iii) ALTERNATE II of 52.225-3.
- ☐ (20) 52.225-5, TRADE AGREEMENTS (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ☒ (20) 52.225-13, RESTRICTION ON CERTAIN FOREIGN PURCHASES (E.O. 12722, 12724, 13059, 13067, 13120, and 13129).
- ☐ (22) 52.225-15, SANCTIONED EUROPEAN UNION COUNTRY END PRODUCTS (E.O. 12849).
- ☐ (23) 52.225-16, SANCTIONED EUROPEAN UNION COUNTRY SERVICES (E.O. 12849).
- ☒ (24) 52.232-33, PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL CONTRACTOR REGISTRATION (31 U.S.C. 3332).
- ☐ (25) 52.232-34, PAYMENT BY ELECTRONIC FUNDS TRANSFER-OTHER THAN CENTRAL CONTRACTOR REGISTRATION (31 U.S.C. 3332).
- ☐ (26) 52.232-36, PAYMENT BY THIRD PARTY (31 U.S.C. 3332).
- ☐ (27) 52.239-1, PRIVACY OR SECURITY SAFEGUARDS (5 U.S.C. 552a).
- ☐ (28)(i) 52.247-64, PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (46 U.S.C. 1241).
- ☐ (ii) ALTERNATE I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer check as appropriate.]

- ☐ (1) 52.222-41, SERVICE CONTRACT ACT OF 1965, AS AMENDED (41 U.S.C. 351, *et seq.*).
- ☐ (2) 52.222-42, STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ☐ (3) 52.222-43, FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT-PRICE ADJUSTMENT (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ☐ (4) 52.222-44, FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT-PRICE ADJUSTMENT (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ☐ (5) 52.222-47, SCA MINIMUM WAGES AND FRINGE BENEFITS APPLICABLE TO SUCCESSOR CONTRACT PURSUANT TO PREDECESSOR CONTRACTOR COLLECTIVE BARGAINING AGREEMENT (CBA) (41 U.S.C. 351, *et seq.*).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter

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period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components-

(1) 52.222-26, EQUAL OPPORTUNITY (E.O. 11246);

(2) 52.222-35, AFFIRMATIVE ACTION FOR SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (38 U.S.C. 4212);

(3) 52.222-36, AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (29 U.S.C. 793);

(4) 52.247-64, PREFERENCE FOR PRIVATELY-OWNED U.S. FLAG COMMERCIAL VESSELS (46 U.S.C. APX 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64); and

(5) 52.222-41, SERVICE CONTRACT ACT OF 1965, AS AMENDED (41 U.S.C. 351, *et seq.*).

(End of clause)

Alternate I (Feb 2000). As prescribed in 12.301(b)(4), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause".

52.245-2 GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS)

DEC 1989

(a) The Government will furnish the following property to the Contractor for use in performance of this contract in accordance with the following schedule:

<u>PROPERTY</u>	<u>QUANTITY</u>	<u>ACQUISITION COST</u>	<u>NO LATER THAN DATE</u>
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To be provided with each individual delivery order.

See Attachment 1 for further information

(b) The property will be delivered at Government's expense at or near (Contractor to supply address and point of contact)

(c) Only the property listed above in the quantity shown will be furnished by the Government. All other property required for performance of this contract shall be furnished by the Contractor.

(d) Within 30 days after Government furnished property is determined by the Contractor to be lost, damaged, destroyed, no longer usable, or no longer needed for the performance of the contract, the Contractor shall notify the Contracting Officer, in writing, thereof.

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ASSIGNMENT OF CONTRACT ADMINISTRATION

Assignment of Contract Administration

NUWC Division Keyport will retain administration of this contract. The contract administration point of contact at NUWC Division Keyport, the procuring contracting office, is Dianne M. White, 360-396-5677. The Government property administrator is Code 2021; point of contact Russ Sikes 360-396-7713.

ATTACHMENTS AND EXHIBITS

Attachment 1 – Statement of Work

Attachment 2 – Contract Data Sheet

DELIVERY SCHEDULE

CLIN	Required Delivery Schedule
0001	10 Weeks After Receipt of Government Property
0002	2 Weeks After Acceptance of First Article
0003	30 Days After Contract Expiration
0004	10 Weeks After Receipt of Government Property
0005	8 Weeks After Receipt of Delivery Order
0006	8 Weeks After Receipt of Delivery Order
0007	8 Weeks After Receipt of Delivery Order
0008	8 Weeks After Receipt of Delivery Order
0009	8 Weeks After Receipt of Delivery Order

INSPECTION AND ACCEPTANCE AT DESTINATION

The articles to be furnished hereunder shall be delivered in accordance with the clause entitled, F.O.B. Destination (FAR 52.247-34). Upon delivery to the following address, inspection and acceptance shall take place.

Supply Officer
 Naval Undersea Warfare Center, Division Keyport
 610 Dowell Street
 Attn: James DeCamp, CA(Y3)
 Keyport, WA 98345

NSN 7540-01-152-8067 PREVIOUS EDITION USABLE	36-109 OP 64 (REV. 8-93)	STANDARD FORM 36 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.111
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252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS

NOV 1995

(a) *Definitions.* As used in this clause-

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) *Certification.* By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it-

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) *Representation of Extent of Transportation by Sea.* (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation. The Offeror represents that it-

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

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**252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES AND MAR 2003
EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS**

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

X 52.203-3 Gratuities APR 1984

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

- 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
- 252.206-7000 Domestic Source Restriction (DEC 1991) (10 U.S.C. 2304).
- 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).
- 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).
- 252.225-7001 Buy American Act and Balance of Payments Program (MAR 1998) (41 U.S.C. 10a-10d, E.O. 10582).
- X 252.225-7012 Preference for Certain Domestic Commodities (FEB 2003) (10 U.S.C. 2533a).
- 252.225-7014 Preference for Domestic Specialty Metals (MAR 1998) (10 U.S.C. 2533a).
- 252.225-7015 Preference for Domestic Hand or Measuring Tools (DEC 1991) (10 U.S.C. 2533a).
- 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (DEC 2000) (___ Alternate I) (DEC 2000) (Section 8064 of Pub. L. 106-259).
- X 252.225-7021 Trade Agreements (OCT 2002) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (MAR 1998) (22 U.S.C. 2779).
- 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (DEC 1991) (22 U.S.C. 2755).
- 252.225-7029 Preference for United States or Canadian Air Circuit Breakers (AUG 1998) (10 U.S.C. 2534(a)(3)).
- 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (MAR 1998) (___ Alternate I) (SEP 1999) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- 252.232-7003 Electronic Submission of Payment Requests (MAR 2003) (10 U.S.C. 2227).
- X 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- X 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (___ Alternate I) (MAR 2000) (___ Alternate II) (MAR 2000) (10 U.S.C. 2631).
- X 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

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(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION

NOV 2001

(a) *Definitions.* As used in this clause-

- (1) "Central Contractor Registration (CCR) database" means the primary DoD repository for contractor information required for the conduct of business with DoD.
- (2) "Data Universal Number System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.
- (3) "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.
- (4) "Registered in the CCR database" means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

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252.225-7020 Trade Agreements Certificate (Apr 2003)

(a) *Definitions.* "Caribbean Basin country end product", "designated country end product", "NAFTA country end product", and "U.S.-made end product" have the meanings given in the Trade Agreements clause of this solicitation.

(b) *Evaluation.* The Government –

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will consider only offers of end products that are U.S.-made, qualifying country, designated country, Caribbean Basin country or NAFTA country end products, unless the Government determines that –

(i) There are no offers of such end products;

(ii) The offers of such end products are insufficient to fulfill the Government's requirements; or

(iii) A national interest exception to the Trade Agreements Act applies.

(c) *Certification and identification of country of origin.*

(1) For all line items subject to the Trade Agreements clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S.-made, qualifying country, designated country, Caribbean Basin country or NAFTA country end product.

(2) The following supplies are other nondesignated country end products:

(Line Item Number)

(Country of Origin)

(end of provision)

STATEMENT OF WORK FOR MANUFACTURING EYEBROW MANEUVER FLAP ASSY,
DRAWING A51B520070-9 REV C FOR U.S. NAVY F-14 TOMCAT 4

PLACE OF PERFORMANCE: Vendor Facility

1. BACKGROUND:

1.1 NAVSEA Keyport requires a vendor to Manufacture Eyebrows to support the Navy F-14 Tomcat. Exact Scale photo contact master drawings PCM) or Mylar's, for the final assembly and piece parts are not available. Although Reduced and not to scale copies of the drawings are available the Vendor will be required to reverse Engineer the Assembly.

2. SCOPE:

2.1 Tolerances, and specifications must be determined by the not to scale drawings, reverse engineering of government furnished, F-condition, Eyebrow Assemblies, and considering the best manufacturing practices. A quantity of 2 Eyebrow Assemblies will be provided upon award of the contract in accordance with FAR 52.245-2. Along with this reverse engineering effort, the Vendor will produce and maintain the tooling for potential future procurements as Government Furnished Property. Eyebrow Assembly components (listed below) will be furnished by Keyport after the award of each delivery order in accordance with FAR 52.245-2. The Vendor will provide all other components not listed below. The quantities provided below are for informational purposes only and are intended solely for the purpose of providing potential offerors with the relative quantities in which the components will be provided for each production unit.

<u>Drawing</u>	<u>Component</u>	<u>Qty</u>
A51B52567-11	Bushing	2
A51B52556-13	Hinge	1
A51B52577-11	Fitting	1
A51B52578-11	Fitting	1
A51B52062-11	Enclosure	1
A51B52063-11	Enclosure	1

2.2 A Pre-Award Survey may be requested by the organic Repair Depot (NUWC Keyport) prior to award of the Contract to ensure that the Vendor has the capability to reverse engineer, and conduct sufficient verification testing of the Assembly, including dimensional, and visual requirements.

2.3 A First Article is required to validate the process prior to the Vendor's start of the initial production lot. First Articles will be subjected to Acceptance testing at NAVSEA Keyport and NADEP Jacksonville (JAX). Acceptance testing at NADEP Jacksonville (JAX) shall include a fitment test to the next higher assembly of the inboard maneuvering flap on an F-14. Acceptance testing at NUWC Keyport for First Article assemblies shall include, but not be limited to dimensional and visual inspection that are noted on Assembly Drawing PL A51B52070-9. A minimum of two interim on-site inspections will be performed by NUWC Keyport technical personnel. One visit shall be prior to forming and the second after forming of piece parts to verify First Article component parts meet the requirements of the Photo Master Drawings, and match the provided government sample parts. In addition, material certifications for all piece parts must be provided and accepted at NUWC Keyport.

3.0 REQUIREMENTS:

3.1 Task A: One First Article is required to validate acceptance and fitment processes prior to the Vendor's commencement of initial lot of eyebrow assemblies. First Articles will be subjected to Acceptance testing at NUWC Keyport and NADEP Jacksonville (JAX). Acceptance testing at NADEP Jacksonville (JAX) shall include a fitment test to the next higher assembly. Acceptance testing at NUWC Keyport shall include, but not be limited to dimensional and visual inspection that are noted on Assembly Drawings PL A51B52070-9. A minimum of two interim on-site inspections will be performed by NUWC Keyport technical personnel. One visit shall be prior to forming and the second after forming of piece parts to verify First Article component parts meet the requirements of the Photo Master Drawings, and match the provided government sample parts. In addition, material certifications for all piece parts must be provided and accepted at NUWC Keyport.

3.1.1 Deliverable Product: 1 ea First Article Eyebrow Assembly.

3.1.2 Schedule: Delivery of a First Article Eyebrow shall occur no later than 10 weeks after receipt of Government Property.

3.2 Task B: Using the two F-Condition Eyebrow Assemblies (*furnished for first article purposes*) as a guide, the vendor shall reverse engineer and develop to exact scale Photo Contact Master Drawings for use in manufacturing the Eyebrow Assemblies.

3.2.1 Deliverable Product: Exact scale Photo Contact Master Drawings that shall include the necessary specifications to manufacture Eyebrow Assemblies.

3.2.2 Schedule: Delivery of Drawing Package shall be completed and delivered concurrent with the delivery of the First Article Eyebrow Assembly. (See 4.1.2)

3.3 Task C: The vendor shall develop all of the tooling necessary to manufacture the Eyebrow Assembly. The vendor shall maintain custody of subject tooling as Government Furnished Property for the life of the contract. Acceptance Of tooling will occur no more than two weeks after the Eyebrow Assembly First Article is accepted. Upon acceptance the tooling will be converted to Government furnished property and accounted for accordingly.

3.3.1 Deliverable Product: The Vendor must provide a complete list of the fixture tooling and copies of tooling drawings that were included in the price proposed under this solicitation. Delivery of the tooling list and drawings must be concurrent with the delivery of first Article Eyebrow. Tooling will be delivered to NUWC Keyport no more than thirty (30) days after contract expiration.

3.4 Task D: Fabrication: Upon acceptance of the First Article by NUWC Keyport and NADEP JAX, the Vendor shall lock-in the processes, and without changes, manufacture Eyebrow Assemblies to the exact scale Photo Copy Master's from Task B and Tooling from Task C.

3.4.1 Deliverable Products: Eyebrow Assemblies in quantities to be established in each individual delivery order.

3.4.2 Schedule: The Eyebrow Assemblies shall be delivered to NUWC Keyport no less than 8 weeks after receipt of each delivery order.

4. PROGRESS REPORTS: Monthly progress reporting will be required. Delivered electronically via Email, or in a Vendor-defined format, and approved by NUWC Keyport. Additional status reporting may be required on an intermittent basis to support NAVAIR Program Office or NAVSUP requests, at an approximated rate not to exceed one such request per month.

5. GOVERNMENT-FURNISHED PROPERTY: Government Furnished Property will be provided to the vendor via transfer of material and documents. -A- condition eyebrow component parts will be provided to the Vendor to support completion of each delivery order, and exact quantities will be specified therein. The following is a list of the items will be provided in support of each delivery order. Exact quantities and delivery dates will be specified in each delivery order.

<u>Drawing</u>	<u>Component</u>
A51B52567-11	Bushing
A51B52556-13	Hinge
A51B52577-11	Fitting
A51B52578-11	Fitting
A51B52062-11	Enclosure
A51B52063-11	Enclosure

6. QUALITY ASSURANCE REQUIREMENTS:

Acceptance inspection shall be conducted in accordance with American National Standard ANSI/ASQC Z1.4-1993. Unless otherwise specified, attributes, which if defective, would prohibit or reduce the usability of the product for its intended purpose, will be inspected at an acceptable quality level (AQL) of 1.0. Attributes, which do not materially reduce the usability of the product, will be inspected at AQL 2.5.

7. ACCEPTANCE CRITERIA:

Acceptance testing at NUWC Keyport for production units shall include, but not be limited to dimensional and visual inspection that are noted on Assembly Drawings PL A51B52070-9 and the Photo Contact Master Drawings. In addition material certifications for all piece parts must be provided and accepted at NUWC Keyport.

8. ADDITIONAL NOTES:

8.1 All technical clarifications will be coordinated through the Contracting Office.

8.2 Vendor personnel may be required to visit NUWC Keyport. It is anticipated that the average visit duration will include an eight to nine hour workday.

CONTRACT DATA SHEET
N00253-03-R-0020 _____

ATTACHMENT (2)

**CONTRACTOR
NAME** _____

Contract Number:		Date Completed:	
Contract Type:	FFP _____	Cost Reimbursement _____	Other (Specify) _____
Item/Service Description:			
Contract Quantity/Period of Performance:			
Customer Name:			
Customer POC (Person who can verify data):			
Address:		Telephone:	
		FAX:	

PERFORMANCE INFORMATION			
		YES	NO
1	Were all supplies/services delivered within the original contract schedule?		*
2	Did all delivered supplies/services comply with the contract specifications/statement of work?		*
3	Did any of the delivered supplies/services require replacement, modification or rework in order to be acceptable?	*	
4	Were any modifications issued relaxing the contract specifications/delivery requirements?	*	
5	Was any part of this contract terminated for default or cause?	*	
6	Did you receive any quality awards in the past three years?	*	
7	If applicable, describe any corrective action(s) initiated to solve any problems/deficiencies on this contract. Discuss the success of the corrective action(s) taken.		

NOTE: Answers in columns containing an asterisk(*) require an explanatory narrative either in the space provided above or on a separate sheet of paper.